## CONTRACT #2 RFS # 321.01-999

# Department of General Services

VENDOR: Metropolitan Transit Authority (MTA)

#### REQUEST: NON-COMPETITIVE AMENDMENT

### **RECEIVED**

APR 3 0 2007

### FISCAL REVIEW

APPROVED		
C	o O Administration	······································
Commissioner of Finance	ce & Administration	

	EACH RI	EQUEST ITEM BELOW <u>MUST</u> BE DETAILED OR ADDRESSED <u>AS R</u>	EQUIRED.							
1)	<b>RFS #</b> 321.01-999									
2)	State Agency Name : Department of General Services									
	EXISTING CONTRACT INFORMATON									
3)	Service Caption : State Employee Transit Card (Swipe & Ride) Program									
4)	Contractor : Metropolitan Transit Authority									
5)	Contract # GU-07-03480-00									
6)	Contract Start Date :		October 2, 2006							
7)	Current Contract End Date	June 30, 2007								
8)	<u>Current</u> Total Maximum C	ost IF <u>all</u> Options to Extend the Contract are Exercised :	\$1,000,000.00							
		PROPOSED AMENDMENT INFORMATION								
9)	) Proposed Amendment #									
10)	10) Proposed Amendment Effective Date: (attached explanation required if date is < 60 days after F&A receipt)  July 1, 2007									
11)	1) Proposed Contract End Date IF all Options to Extend the Contract are Exercised : June 30, 2008									
12)	12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$2,000,000.00									
13)	Approval Criteria : (select one)	use of Non-Competitive Negotiation is in the best interest	t of the state							
	X only one uniquely qualified service provider able to provide the service									
14)	Description of the Propos	ed Amendment Effects & Any Additional Service :								
Thi	This request is for a one year extension of the current nine (9) month transit card contract.									
15)	15) Explanation of Need for the Proposed Amendment :									
Thi	s service reduces traffic, prov	vides more parking, and offers an economic benefit to State emp	ployees that work in the downtown area.							

State ID badges, in lieu of paying cash fares, access to MTA bus services when commuting to and from work.							
16) Name & Address of Contractor's Current Principal Owner(s) :  (not required if proposed contractor is a state education institution)							
Paul Ballard, Chief Executive Officer, Metropolitan Transit Authority, 130 Nestor Street, Nashville, TN 37210							
17) Documentation of Office for Information Resources Endorsement :  (required <u>only</u> if the subject service involves information technology)							
select one: X Documentation Not Applicable to this Request Documentation Attached to this Request							
18) Documentation of Department of Personnel Endorsement :  (required <u>only</u> if the subject service involves training for state employees)							
select one: X Documentation Not Applicable to this Request Documentation Attached to this Request							
19) Documentation of State Architect Endorsement :  (required only if the subject service involves construction or real property related services)							
select one: X Documentation Not Applicable to this Request Documentation Attached to this Request							
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :							
In September 2006 the department received approval to use a non-competitive negotiation procurement method to begin a new transit card program whereby State employees are issued an ID card and are eligible to ride to and from State offices and the State picks up the cost. Tennessee is one of the first state governments to offer such a program to its employees. This new service utilizes a system predicated on State employees swiping an official, passenger identification card through the card reader located on the fare box on board every MTA vehicle. The passenger ID card is provided by MTA and must be swiped on every boarding. Any passenger, who swipes an identification card which is not recognized by the fare box, or is listed as invalid, will be required to pay an appropriate fare. During the first three months of the "Swipe & Ride" program, there was a monthly average of nearly 23,394 passenger boardings and it is anticipated that a monthly minimum of 23,400 passenger boardings will be maintained.							
21) Justification for the Proposed Non-Competitive Amendment :							
The exclusive management, control, and regulation of the operation of the public transportation system of the Metropolitan Government of Nashville and Davidson County is vested in MTA by Appendix IV of the Charter of the Metropolitan Government of Nashville and Davidson County. In addition, the State currently has a contract with MTA for the provision of morning and afternoon shuttle bus service to State employee parking lots when government offices are open in downtown Nashville. We believe the current contractor has a proven track record and is uniquely qualified in providing accessible and convenient county wide bus services for State employees. The department is of the opinion that under present circumstances it would be in the best interest of the State and its employees to continue operation of the "Swipe & Ride" program with MTA.							
REQUESTING AGENCY HEAD SIGNATURE & DATE:  (must be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)							
Duendolyn Sims Auisfax 4/25/07 Agency Head Signature Date							



www.nashvillemta.org

Authority

130 Nestor Street Nashville, TN 37210-2124

615-862-5969 615-862-6208 Fax

Bill Purcell Mayor

Paul J. Ballard Chief Executive Officer

**Board of Directors** 

Lewis Lavine Chair

Gail Carr Williams Vice Chair

William L. Barnes Member

E.L. Collins Member

Marian T. Ott Member September 20, 2006

Terry T. Hill

Service Contract Coordinator

State of Tennessee

Department of General Services

23<sup>rd</sup> Floor, William R. Snodgrass Tennessee Tower

312 8th Avenue

Nashville, TN 37243

Dear Ms. Hill:

This letter explains the relationship between the Nashville Metropolitan Transit Authority ("MTA") and the Metropolitan Government of Nashville and Davidson County ("Metro"). MTA is considered a government entity in that it is a component unit of Metro as a result of the significant financial support provided by Metro. However, MTA is not a Metro Department nor is it primarily accountable to Metro. MTA is governed by a separate Board of Directors, which is appointed by the Metro Mayor and approved by Metro Council. MTA is also financially assisted by the U.S. Department of Transportation, Federal Transit Authority and the Tennessee Department of Transportation.

Sincerely,

Edward W. Oliphant Chief Financial Officer

Edward W. Oliphant

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EPT. OF GENERAL SERVICES

#### AMENDMENT ONE TO CONTRACT GU-07-03480-00

This CONTRACT, by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the State, and METROPOLITAN TRANSIT AUTHORITY, hereinafter referred to as the CONTRACTOR, is hereby amended as follows:

- 1. Delete Section B.1. in its entirety and insert the following in its place:
  - B.1. <u>Contract Term</u>. This Contract shall be effective for the period commencing on October 2, 2006 and ending on June 30, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 2. Add the following as Section B.2 and renumber any subsequent sections as necessary:
  - B.2. <u>Term Extension</u>. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total Contract term of no more than five (5) years, provided that such an extension of the Contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon rates provided for in the original Contract.
- 3. Delete Section C.1 in its entirety and insert the following in its place:
  - C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Contract exceed Two Million Dollars (\$2,000,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:	
METROPOLITAN TRANSIT AUTHORITY:	
PAUL BALLARD, CHIEF EXECUTIVE OFFICER	DATE
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DEPARTMENT OF GENERAL SERVICES:	
GWENDOLYN SIMS DAVIS, COMMISSIONER	DATE
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
M. D. GOETZ, JR., COMMISSIONER	DATE
·	
COMPTROLLER OF THE TREASURY:	
•	
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY	DATE

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